

water resistant properties throughout the [extent] entirety of the leather, said treatment [consisting essentially of] comprising tanning of said leather with chemicals prior to application of said cover to said game ball.

Please cancel claims 7, 13, 14, 15, 16, 19 and 20 without prejudice.

REMARKS

Reconsideration of the various objections and rejections set forth in the Office Action dated July 3, 2000 is respectfully requested in view of the foregoing amendment and following remarks.

This amendment is being filed under 37 C.F.R. §1.116 governing amendments after final rejection. Claims 1, 3, 5, 6, 8 and 11 have been amended. Claims 7, 13, 14, 15, 16, 19 and 20 have been cancelled without prejudice to filing in a later application. No claims have been added. Upon entry of this amendment, claims 1-6, 8-12 and 17-18 will be pending in the application.

The amendment follows the Examiner's suggestions and generally clarifies the inventions of the claims. The amendment is supported by the specification and adds no new matter. More specifically, claims 1, 3, 8 and 11 clarify the facts that the cover material is natural leather (as previously explicitly stated in claim 11 and inherently supported by the use of the word "leather") and that the water resistance properties of the natural leather are increased during the tanning process (as previously stated in the claims and specification). Claim 3 was made independent to clarify the fact that the inventive game ball therein is only subjected to six, 45 minute cycles of the rain test, and is supported by claim 3 as originally filed and the specification. Claim 5 was amended to eliminate "vinyl" from the Markush group recited therein and claim 6 was amended to change dependency. Thus, consideration of the amendment should not require a new search. Moreover, the number of claims has been substantially reduced to limit the issues on reconsideration. This amendment is

appropriate for entry under Rule 1.116 since it reduces issues and places the application in allowable condition and/or places the application in better form for consideration of appeal.

While Applicants appreciate the fact that natural leather acts somewhat as a barrier to water, it is also well known that natural leather will absorb moisture even after tanning. See, for example, U.S. Patent No. 5,069,935 to Walters at column 1, line 50 to column 2, line 15. Applicants' invention comprises a game ball having lower moisture absorption as compared to traditional leather covered game balls and some moisture resistant game balls. The lower moisture absorption properties of Applicants' game ball are the result of the game ball cover comprising a natural leather that has been tanned with chemicals to impart moisture resistance properties substantially throughout the entirety of the fibers of the leather. The tanning and resultant moisture resistant properties of the leather are imparted prior to assembly of the game ball and preferably prior to formation of the game ball cover from the natural leather sheet. Applicants' invention advantageously does not require treatment after assembly of the game ball to achieve improved moisture resistant properties.

The lowered moisture absorption of Applicants' game ball may be further improved by use of an inventive moisture resistant lining. The moisture resistant lining may be used in conjunction with a cover comprising the inventive leather or with a cover comprising traditional leather having lesser moisture resistant properties.

Claims 19-20 were withdrawn from consideration by the Examiner in the July 3, 2000 Office Action. In supporting this withdrawal the Examiner stated, "newly submitted claims 19-20 are directed to an invention that is independent or distinct from the invention originally claimed for the following reasons: Claims 19 and 20 are directed to the method of assembling a game ball from a leather sheet having water resistant properties prior to assembly and the game ball from the leather. Since Applicants have received an action on the merits for the originally presented invention, this invention has been constructively elected by original presentation for prosecution on the merits."

Applicants disagree with the above restriction and withdrawal of claims 19-20. However, to lessen pending issues and to speed allowance of the other claims, Applicants have cancelled claims 19 and 20 without prejudice to filing in a subsequent application.

The amendment filed on May 16, 2000 was objected to under 35 U.S.C. section 132 because it allegedly introduced new matter into the disclosure. The added material that was allegedly not supported by the original disclosure was a combination of three, 90 minute cycles of a rain test and six, 45 minute cycles of the rain test. Only claim 3 inadvertently recited this combination of results. Claim 3 has been amended to remove this inadvertent combination and clarify the invention therein. Claim 3 as amended in this paper overcomes this objection.

Claims 1-4 were rejected under 35 U.S.C. section 112, first paragraph, as containing subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventors, at the time the application was filed, had possession of the claimed invention.

The Examiner goes on to state, "In claim 1, Applicant is claiming a game ball having moisture resistance properties, said game ball comprising a lining and a leather cover disposed over said lining, however, the game ball tested by Applicant also have bladders. In Example 1, the game ball has a bladder, a lining and a cover. In comparative Example 1, the game ball has a bladder and a cover but no lining." The Examiner does not explicitly state the basis for this rejection, therefore Applicants are unsure as to the exact nature of the Examiner's rejection. Applicants can only assume that the Examiner is rejecting claim 1, and claims dependent therefrom, because claim 1 does not explicitly recite the presence of a bladder. As stated in MPEP section 2111.03, the transitional phrase comprising is inclusive or open-ended and does not exclude additional unrecited elements or method steps. The MPEP, citing relevant legal precedent, goes on to state that the term comprising leaves the claim open for the inclusion of unspecified ingredients even in major amounts. Given the above instruction from the MPEP and supporting legal precedent, claim 1, and remaining

claims, comply with 35 U.S.C. section 112, first paragraph, with or without a recitation of a bladder. Applicants traverse this rejection and respectfully request it be withdrawn. If Applicants' assumption concerning the nature of the above rejection is incorrect, Applicants respectfully request that the Examiner clarify the nature of the rejection so that they can formulate a response thereto.

Claim 3 was rejected as not having support for a limitation of both three, 90 minute cycles of a rain test and six, 45 minute cycles of a rain test. Claim 3 has been amended to clarify the invention therein and as amended overcomes this rejection.

Claims 1-18 were rejected under 35 U.S.C. section 103 as being unpatentable over U.S. Patent No. 5,069,935 to Walters in view of U.S. Patent 3,708,333 to Carlson. As an initial matter, on page 5 of the July 3, 2000 Office Action, the Examiner states " Game balls as disclosed by Walters background description (column 1, lines 6-44) are well known and are traditionally made of a tanned leather cover with inherent water resistant qualities, . . . ". Applicants respectfully assert the Examiner has misinterpreted the Walters' reference and traverse this statement and respectfully request the Examiner to withdraw the same. Walters, in column 1, line 50 to column 2, line 60 generally describes how the traditional tanned leather cover of a game ball inherently absorbs water and the problems that this creates. Walters in column 1, lines 57-58 states "In fact, leather is a highly hygroscopic material, . . .". See also the Carlson reference at column 1, lines 21-27, which teaches the "rapid water pickup" of tanned, natural leather. These teachings show that tanned, natural leather inherently absorbs water, in opposition to the Examiner's above statement.

To establish a *prima facie* case of obviousness three basic criteria must be met. First there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or combine the reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. See M.P.E.P. section 2143. As

summarized in the MPEP, "The Examiner bears the initial burden of factually supporting any *prima facie* conclusion of obviousness."

The Examiner admits in the July 3, 2000 Office Action that the Carlson reference does not show a natural leather material. Instead, the Examiner admits that the reference of Carlson shows a material formed of leather fibers and cured polyurethane elastomeric resin. In fact, the Examiner recognizes that the reference of Carlson is not even concerned with treatment of a natural leather sheet material, but rather the grinding of leather into discrete fibers that are water-laid to create a manmade, sheet material, which is impregnated with an uncured polyurethane elastomeric resin. The polyurethane elastomeric resin impregnated composite sheet is subsequently allowed to cure to create a composite polymeric material. The Examiner further admits that the Carlson reference does not use a "rain test" but instead soaks the composite polymeric material to arrive at a water absorption.

The Walters reference in column 1 teaches that tanned leather is the preferred material for game balls such as a football in spite of the fact that such leather inherently and undesirably absorbs moisture. In fact, the Walters reference in column 1, lines 39-44 states that the tanning is so important that changing the tanned leather supplier could affect the outcome of a game. The Walters reference goes on to disclose treating the leather after tanning with specified chemical materials followed by subsequent treatment of the assembled football with specified chemical materials to increase water resistance of the tanned leather. As stated by Walters, the treatment must be done in different stages of the football's construction. See Walters, column 7, lines 10-19. Even with treatment of the football parts "during and after construction" (Walters, column 7, lines 11-15) the resulting football has inferior moisture resistance properties to a Rawlings brand ST-5 football (Walters, column 8, lines 17-30). The Examiner admits that the Walter's reference specifically states that the Walters' game ball when tested using a water spray test method exhibits unreliable and erratic test results.

On page 8, second paragraph the Examiner states " . . . in any event in 'pre-

assembly' the tanned leather of Walters is coated which can be considered a part of the tanning process." Applicants assert that this interpretation of the Walters' reference is improper and unsupported. Webster's New Collegiate Dictionary, defines leather as "animal skin dressed for use". The Condensed Chemical Dictionary, 10th Edition, defines leather as "an animal skin or hide that has been permanently combined with a tanning agent, which causes a physiochemical change in the protein components of the skin" A person of ordinary skill in the art would understand the word "leather" refers to animal skins which have already been tanned.

As discussed above, the Walters reference itself teaches the importance of tanned in leather properties and goes on to distinguish the invention therein from prior references wherein the application of moisture resistance materials deleteriously affected the tanned leather properties. In summarizing the invention, the Walters' reference states "a water-repellent game ball is provided by applying a water-repellent material to the leather panels before the ball is constructed and to the completed ball." Thus, the Walters' reference clearly differentiates the application of a water-repellent material from the prior tanning of the leather panels. This interpretation of the Walters' reference is further supported by Walters at columns 38, lines 41-42, which states "1) four leather panels 25 are die cut from a hide 26 of football leather (FIG. 1)." Clearly, the reference to "hide" refers to a tanned leather hide (see column 1 line 24-28 and the above definitions of leather) and the reference to "leather panels" is a reference to tanned leather panels.

Applicants' interpretation of the disclosure of the Walters reference is further bolstered by the normal meaning of the word "tanning". Webster's New Collegiate Dictionary, defines tanning as " the art or process by which a skin is tanned ". The Condensed Chemical Dictionary, 10th Edition, defines tanning as "the preservation of hides or skins by use of a chemical, which (1) makes them immune to bacterial attack, (2) raises the shrinkage temperature, and (3) prevents the collagen fibers from sticking together on drying, so that the material remains porous, soft and flexible. " As can be seen from the above definitions, it is clear that the word "tanning" refers to processing

of the skins or hides into leather and occurs prior to processing of the leather into an end product, such as into game ball panels which are later coated. In sum: (animal skins) are processed by (tanning) to create (leather) which is further processed into (end products).

Neither of the references cited by the Examiner teach nor suggest a game ball having lowered moisture absorption characteristics by virtue of a natural leather cover having moisture resistance properties imparted during tanning of the natural leather. As can be seen from the above, the cited references of Walters and Carlson, either singly or in combination, do not teach or suggest all of the features of Applicants' claims 1-6, 8-12, and 17-18, which are patentable for at least these reasons.

MPEP section 608.01(o) states "No term may be given a meaning repugnant to the usual meaning of the term." Applicants' interpretation of Walters as teaching the application of a water-repellent material to a leather panel cut from a previously tanned hide fully comports with the usual meaning of the term tanning. The Examiner's above statement that application of the water-repellent materials of Walters is a tanning process is contrary to customary use of the terms in the art, contrary to the use of the terms within the cited reference, repugnant to the usual meaning of the term tanning as given by the above definitions and contrary to MPEP strictures. Applicants respectfully traverse this statement and line of reasoning and assert the Examiner should withdraw or offer support for this statement.

Alternatively, MPEP section 2144.04 states that omission of an element and retention of its function is an indicia of unobviousness. Arguendo, even if the topical treatments of Walters could be considered tanning, which clearly they are not, Applicants' inventive game ball having moisture resistance properties superior to those taught in Walters while eliminating the post-assembly coating required by the Walters' reference is clearly an indicia of unobviousness. Claims 1-6, 8-12 and 17-18 are patentable for at least these reasons.

Further, the July 3rd 2000 Office Action starting on point 6 of page 4 and continuing to the end of page 5 discusses moisture testing of the materials in the

Walters and Carlson references. The Examiner admits that the Walters reference teaches away from a water spray test as unreliable and erratic (see July 3, 2000 Office Action, page 4, point 6, fourth paragraph). The Carlson reference teaches immersion of the sample in a room temperature water bath and does not teach or suggest a spray type test. See Carlson, column 58, lines 24-26. Applicants dispute the Examiner's assertion that these references, singly or combined, teach or suggest Applicants' rain test or rain test results.

Arguendo, even if the Walters and Carlson references teach a spray type test, Applicants assert that these references highlight the superiority of Applicants' invention over the existing art. The Walters reference in the table at column 8, lines 21 through 30, shows that the known Rawlings brand ST-5 football has superior moisture resistance properties to any of the water repellent-coated footballs of the Walters' invention. Applicants have also used a Rawlings ST-5 football as a comparative example to the game balls of Applicants invention. As shown within the tables in Applicants' specification, Applicants' inventive game ball is superior to the Rawlings ST-5 football within the claimed ranges. For example, when Applicants' game ball having an inventive moisture resistant lining is subjected to three, 90 minute cycles of a rain test, as defined within Applicants' specification, Applicants' game ball with a water-resistant liner absorbed a maximum amount of water at the conclusion of the third rain test cycle of 1.13:1 (when the amount of water is expressed as a ratio of the weight of the ball with a absorbed water to the weight of the dry ball). Applicants' inventive game ball without a water-resistant lining similarly absorbed a maximum amount of water expressed as the above ratio of 1.23:1. It should be noted that three, 90 minute cycles corresponds to the range recited in claims 1, 2, 5, 6 and 12. The Rawlings ST-5 football when subjected to the same conditions absorbed a maximum amount of water, expressed as the above ratio, of at least 1.30:1.

As another example, when Applicants' inventive game ball with an inventive moisture resistant liner is subjected to six, 45 minute cycles of the rain test, it absorbed a maximum amount of water at the conclusion of the sixth rain test cycle

expressed as a ratio of the weight of the ball with absorbed water to the weight of the dry ball of 1.09:1. Applicants inventive game ball without the inventive moisture resistant liner when subjected to the same six, 45 minute cycles of the rain test absorbed a maximum amount of water, expressed as the above ratio, of 1.13:1. It should be noted that six, 45 minute cycles corresponds to the range recited in claims 3, 4, 8, 9 and 10. The Rawlings ST-5 ball when subjected to the same six, 45 minute cycles of the rain test absorbed a maximum amount of water expressed as the above ratio of at least 1.23: 1.

As a further example, Applicants' inventive game ball having an inventive moisture resistant liner when subjected to six, 45 minute cycles of a rain test absorbed an average per cycle water gain of a maximum of about 41 g of water. Applicants' inventive game ball without an inventive moisture resistant liner, when subjected to the same conditions absorbed an average per cycle water gain of a maximum of about 83 gm of water. The Rawlings ST-5 ball when subjected to the same six, 45 minute cycles of the rain test absorbed an average per cycle water gain of more than 106 g of water.

Yet another example is shown in the table below. The cycle number and times correspond to the range recited in claims 1, 2, 5, 6 and 12.

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Sample	Citation	submersion	rain test
		test result (gms)	result (gms)
Applicants' game ball with lining three, 90 minute cycles	App. Table 1(A)	----	51.8
Applicants' game ball without lining three, 90 minute cycles	App. Table 2(A)	----	103.5
ST-5, sample A three, 90 minute cycles	App. Table 3(A)	----	127.7
ST-5, sample B three, 90 minute cycles	App. Table 4(A)	----	142.3
ST-5	Walters, C8, L23	43.9	----
Walters' game ball, roller-coat panel/ spray outside of game ball	Walters, C8, L24	48.2	----
Walters' game ball, panel Submersion/spray outside of game ball	Walters, C8, L26	53.9	----
Walters' game ball, panel Submersion/no outside spray	Walters, C8, L28	140.5	----
Untreated tanned leather football	Walters, C8, L22	145.8	----

Naturally, the above ranges are only exemplary. Applicants' inventive game ball is superior to other game balls across a wide spectrum of conditions, as shown by the results within Applicants' specification.

The difference in test methods makes comparison of the quantitative water absorption between the test results of Walters and Applicants impossible. However, the fact that Applicants' inventive game balls have lower moisture absorption than the ST-5 game balls in the rain test, and the fact that the ST-5 game ball has lower moisture absorption than any of the Walters' game balls in the submersion test, makes it clear that qualitatively, Applicants' game balls absorb less water than both the ST-5 game balls and the Walters' game balls. Given the admission that the Walters' game balls exhibit erratic and unreliable results under spray testing, one can only conclude that if the Walters' game balls had been tested under Applicants' rain test, they would have performed worse than shown in the above table.

As can be seen through the above examples, Applicants' inventive game ball

has moisture resistance superior to that of either the Rawlings ST-5 (as established by testing) or Walters' game balls (as established by qualitative comparison of published results). Since the cited references of Walters and Carlson, either singly or in combination, do not teach or suggest all of the features of Applicants' claims 1-6, 8-12 and 17-18, those claims are patentable for at least these additional reasons.

As previously noted the MPEP states that there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or combine the reference teachings. Further, the prior art references must be considered in their entirety, including portions that would lead away from the claimed invention. W.L. Gore & Associates, Inc. v. Garlock, Inc., 220 USPQ 303 (Fed. Cir. 1983), cert. denied, 469 U.S. 851 (1984); see also M.P.E.P. section 2141.02. The Carlson reference teaches the inherent problems of moisture absorption of natural leather (column 1, lines 21-27) and teaches the formation of a polymeric composite material to overcome these problems. The Walters' reference teaches the inherent problems of moisture absorption of natural leather (column 1, line 54 to column 2, line 15) and teaches the coating of already tanned leather panels making up the football both before and after assembly to achieve limited moisture absorption. The Carlson reference teaches away from the use of natural leather panels as in the Walters' reference. Similarly, the Walters' reference teaches away from the non-natural leather of the Carlson reference. Both the Walters and Carlson references teach away from Applicants' invention as embodied in the claims. Claims 1-6, 8-12 and 17-18 are patentable for at least this additional reason.

The MPEP states that to establish a *prima facie* case of obviousness there must be a reasonable expectation of success in achieving the claimed invention given the prior art. As discussed herein, the Rawlings ST-5 game ball has superior moisture resistance to the game ball of Walters, and Applicants' inventive game ball has moisture resistance superior to that of either the Rawlings ST-5 or Walters' game balls. Thus, even if the cited references are improperly combined, there is no reasonable

expectation of success in achieving Applicants' claimed game ball. Claims 1-6, 8-12 and 17-18 are patentable for at least this additional reason.

Claim 1 recites in pertinent part "the leather of said cover having increased water resistance properties distributed throughout during a tanning process". Walters teaches the topical application of a water repellent chemical to already tanned leather game ball panels. Carlson teaches the creation of composite polymeric sheets with high void volume. Carlson further teaches the voids will take up water upon even brief immersion. See Carlson, column 3, lines 15-20. The references of Walters and Carlson do not teach or suggest the tanning of natural leather to impart water resistance properties throughout the leather and the Examiner has not discussed this feature. Claim 1, and claims dependant therefrom, are patentable for at least this additional reason. Claims 8 and 11, and claims dependent therefrom, recite features similar to claim 1 and are additionally patentable for the same reason.

Applicants' claim 1, prior to entry of the present amendment, reads:

1. (twice amended) A game ball having moisture resistance properties, said game ball comprising a lining and a leather cover disposed over said lining, the leather of said cover having water resistance properties distributed throughout during a tanning process, wherein when said ball is subjected to three 90 minute cycles of a rain test, said ball contains a maximum amount of water at the conclusion of said third rain test cycle as expressed as a ratio of the weight of the ball with absorbed water to the weight of the dry ball, such ratio being a maximum of 1.25:1.

On page 5 of the July 3, 2000 Office Action, the Examiner states "as can be seen from the aforementioned, Applicants claimed testing method is not new, and it would have been obvious to one having ordinary skill in the art at the time the invention was made to further utilize Carlson's method of testing on a leather sample and apply the test method to a game ball." MPEP section 2141.02 states "In determining the differences between the prior art and the claims, the question under

35 U.S.C. 103 is not whether the differences themselves would have been obvious, but whether the claimed invention as a whole would have been obvious." That same section goes on to state "Distilling an invention down to the 'gist' or 'thrust' of the invention disregards the requirement of analyzing the subject matter 'as a whole'. " Applicants respectfully question whether the Examiner has disregarded Applicants' invention as a whole and has instead impermissibly focused only on the rain test. This disregard is further evidenced with examination of Applicants' claim 11, which reads:

11. A water resistant game ball comprising a cover of natural leather having a treatment to impart water resistant properties throughout the extent of the leather, said treatment consisting essentially of tanning of said leather with chemicals prior to application of said cover to said game ball.

As can be seen, claim 11 does not recite a limitation to any rain test or rain test results. Despite this fact, the Examiner applied the same rejection to claim 11 as to claim 1, showing the Examiner focused solely on the rain test method recited in some of Applicants' claims and not the claims as a whole. Additionally, the Examiner has not discussed where the references teach or suggest a treatment to impart water resistant properties throughout the extent of the natural leather. On page 6, point 7, third paragraph of the July 3, 2000 Office Action the Examiner states "In response to applicant's argument that the references fail to show certain features of applicant's invention, it is noted that the features upon which the applicant relies (i.e., game ball is placed in a test chamber and an oscillating water spray is disposed over the game ball) are not recited in the rejected claim." This statement further shows a failure to consider all of the features of Applicants' claims (the leather having increased water resistance properties distributed throughout by a tanning process) to focus only on the rain test method recited in some of the pending claims. Since the Examiner has impermissibly rejected Applicants' claims, claims 1-6, 8-12 and 17-18 are not obvious over the references of Walters and Carlson and are patentable for this additional

reason.

On page 6, first full paragraph of the July 3, 2000 Office Action, the Examiner states "Any other possible distinctions over the thus modified device would have been obvious in view of other prior art referenced in order to obtain the known advantage thereof." This statement is made despite the facts that the Walters' game ball is inferior in performance to Applicants' game ball and, as acknowledged by the Examiner, the Carlson reference does not teach or suggest natural leather materials. The courts have stated an Examiner cannot discharge himself from this burden by simply declaring all of the elements of an invention, along with the manner of combining these elements, to be well known in the art. Ex parte Stern, 13 USPQ2d 1379, 1381 (Bd. Pat. App. & Inter. 1989). Clearly, the Examiner's above statement is contrary to the courts' direction. Claims 1-6, 8-12 and 17-18 are patentable for at least this additional reason.

On page 6, point 7, third paragraph of the July 3, 2000 Office Action the Examiner states, (underlining in original), "Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims." MPEP section 2111.01, citing relevant legal precedent, states "the words of a claim must be given their 'plain meaning' unless they are defined in the specification." Additionally, "When the applicant states the meaning that the claim terms are intended to have, the claims are examined with that meaning . . ." In re Zletz, 13 USPQ2d 1320, 1322 (Fed. Cir. 1989). The MPEP further states in section 2111.01 " applicant may be his or her own lexicographer as long as the meaning assigned to the term is not repugnant to the terms well known usage." Applicants' specification on page 10, line 23-25 states, "if a game ball of the present invention having a leather cover and a lining is subjected to the "rain test" (as described herein) ..." Applicants' specification on page 12, line 18 states "The footballs were tested for water resistance using the "rain test". The test consists of..." Applicants' specification on page 12, line 19 to page 13, line 22 goes on to describe Applicants "rain test". There is no plain meaning for the term "rain test", either in common or technical references. Since the present

Applicants have provided an explicit definition for the term "rain test", that definition must be used in interpreting the claims.

On page 8, second full paragraph of the July 3, 2000 Office Action, the Examiner stated " if the claimed game ball has superior qualities with respect to the existing game balls, the applicant should indicate as much. If the game ball is superior because of the type of leather used..., then applicant should perhaps elaborate on the specifics of the leather...". As discussed above, Applicants' inventive game ball has superior moisture absorption qualities compared to either the Rawlings ST-5 game ball or the game ball disclosed in the Walters reference. The superior moisture absorption qualities of Applicants' game ball are the result of the use of a game ball cover comprising natural leather that has been tanned with chemicals to impart moisture resistant properties substantially throughout the leather, either with or without an inventive moisture resistant lining. See, for example, Applicants' specification page 4, line 19, to page 5, line 26; page 7, line 18 to page 8, line 26; page 9 line 1-20; page to end, line 11-22 for further disclosure of the specifics of the leather and the lining.

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In summary, Applicants have addressed each of the objections and rejections within the present Office Action, either by amendment or remarks. The cited references have been found lacking in both anticipatory and suggestive effect. In fact, the disclosure within the cited references illustrates the superiority of Applicants' moisture resistant game ball over the existing art. It is believed the application now stands in condition for allowance, and prompt favorable action thereon is earnestly solicited.

Respectfully submitted,

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